BIL	
Pri.	650 KV
Sec.	110 KV
Form:	
Core	Core
Shell	
Outline Drawing No.	
Control Diagram Drawing No.	
Elementary Diagram Drawing No.	
Connection Diagram Drawing No.	
No-Load Loss at Rated Voltage – Watts	57 = N.L. 161 = L.L. @ 84 MVA
Total Losses, Including Auxiliary Losses at Full Load-Watts Equal to 119 MW at 0.85 pf, or 140 MVA.	Aux = 6.5 @ 140 MVA
% Efficiency at % Rated Load Equal to 80 MVA:	150%
	100%
	75%
	50%
	25%

% Regulation at Rated Load

Load	PF 100%	PF 85%
100%		
90%		
80%		
70%		

60%		

Average Resistance HV to Neutral ___ohms at 25°C. Average Resistance LV line to line
_____ohms at 25°C.

Exciting Current - Amperes HV		
Exciting Current Per Cent Full Load		
Noise Level		
Type of Cooling:		
Cooling Losses for	**Fans**	**Pumps**
Total No. Required		
Total Loss (KW)		
Temperature Indicatory Type		
Alarm Contacts - (Yes/No)		
Oil Level Gauge Type		
Contacts - (Yes/No)		
No. of HV Ratio Adjusters		
Ratio Adjusters Operating Height from Ground		
Conservator - (Yes/No)	Yes	
Total Weight		
Untanking Weight at Heaviest Place		

Type and Weight of Oil	
Gallons of Oil	
Main Tank	
Conservator tank	
Height Over HV Leads	
Height Over LV Leads	
Shipping Heights	
Projected Floor Space (Assembled)	
Untanking Height	
Tank Operating Pressure Range	
Tank Designed for Full Vacuum - (Yes/No)	
or Partial Vacuum at	X
Cover:	
Welded	9% @ 84 MVA
Bolted	
Impedance % on KVA Base	
Zero Sequence Impedance percent on KVA Base	

Auxiliaries

Device	No.	Phase	Voltage	FLA	LRA
Fans					

Pumps _____ _____ _____ _____ _____

Other Protective Devices _____

10.1 BUSHING DATA

No of: _____

HV _____

Volts _____

Amp _____

Cat. No. _____

Type _____

Wt. _____

ANSI Std. - (Yes/No) _____

Key _____

Terminal Stud Dia. _____

Thds/in. _____

No. of:

LV _____

Volts _____

Amp _____

Cat. No. _____

Type _____

Wt. _____

ANSI Std. - (Yes-No) _____

Key _____

Terminal Stud Dia. _____

Thds/In. _____

Surge Arrester:

Manufacturer _____

Model _____

Deviations or variations from purchaser's specification. (List on separate sheet.)

EXHIBIT B-2 DRAWING LIST

1.	Preliminary Drawings	7-9 Weeks after receipt of order
2.	Outline Drawings (approval)	14 Weeks after receipt of order
3.	Nameplate Drawing	14 Weeks after receipt of order
4.	Electric Schematic Approval	14 Weeks after receipt of order
5.	Wiring Diagram	18 Weeks after receipt of order

EXHIBIT B-3 DOCUMENT REVIEW STATUS

A. DEFINITION OF SELLER DOCUMENT REVIEW STATUS

The guidelines listed below are followed in assigning the document status number to Seller prints. These status numbers serve as hold points for starting or continuing manufacture of the covered commodity. The document and its transmittal letter indicate the reason for withholding permission to proceed with the work.

Status 1: Work may proceed.
The document conforms to procurement document requirements. The document requires no changes or additions. Matters remaining to be resolved do not require document change and will be handled by correspondence. Where it is known that the design information on a supplier document is not complete and resubmittals will be made, such as "hold" areas, the document is assigned another status number.

Status 2: Revise and resubmit. Work may proceed subject to resolution of indicated comments.
The document is in basic conformance with procurement document requirements. Minor deviations from procurement document requirements have been noted or other minor technical or physical changes in the equipment are required. Such changes may include those affecting dimensions, material, colors, etc. Administrative type changes such as inclusion of equipment or tag numbers and shipping notes may be combined with technical changes in this status. Seller shall resolve comments and resubmit documents prior to shipment of commodity.

Status 3: Revise and resubmit. Work may not proceed.
Work may not proceed because the document:

- The contents of the document do not reflect or materially contradict the requirements of this Agreement or the document is not useable by Purchaser for its intended purpose.

Status 4: Review not required. Work may proceed.
Document is not subject to Purchaser review. Typical uses for this status are in the review of items that are supplier standard products, small internal parts of major equipment, or Seller standardized data. Permission to proceed does not constitute acceptance or approval of design details, calculation analysis, test methods, or materials developed or selected by the supplier and does not relieve the supplier from full compliance with contractual obligations.

B. Final Drawings

Upon receipt from Purchaser of drawings marked Status 1 or Status 4, Seller shall transmit to Purchaser, depending on the set-up, an electronic copy or one additional print and one reproducible of each drawing stamped "Approved for Installation". However, if during the submittal process, Seller makes further changes to drawings that have been stamped Approved for Installation, the changes shall be clearly marked on the drawings and the submittal process shall be repeated. After completion of fabrication and release for shipment, all drawings shall be resubmitted stamped "As Built".

EXHIBIT B-4 APPROVED VENDORS

1	Copper	Alcatel Asta Algonquin Phelps Dodge
2	Insulation	EHV-Weidmann ABB Guelph ABB Plast ABB Brazil Figeholms Bruk AB Rushling
3	Electrical Steel	Mitsui Armco Itochu Cormag
4	Tap Changers/Bushings	ABB Power T&D Alamo ABB Components Lapp
5	Steel Plate	Samuel & Sons
6	Machining	Industries Varennes
7	Radiators	Tranter Menk
8	Steel Profiles	Metaux Russel Inc.
9	Bolts & Nuts	Attaches Metrican Ltee
10	Transformer accessories	ABB Transformers
11	Fans	Krenz & Co. Inc. Pier Eng.
12	Arresters	ABB Switchgear Coopers Ohio Brass
13	Transformer Bushings	Meramec Elect.Products ABB Pinetops
14	Paint	Chemcraft Sadolin
15	Wire & cables	Northeast W & Co, Inc. Anixter Canada Inc.

16	Accessories Oil & winding thermometers Oil level indicators, etc Hydran	 Qualitrol Kihlstrom AB Syprotec Inc.
17	Rubber bags, radiator valves,	Weidmann Sys. Inter. Inc.
18	Oil transformer	Cie Petroliere Imperiale Shell
19	Ball valves, flexibles, etc.	Thermoflex
20	Electrical supply	Nedco Pier Engineering Inc.
21	Nameplates	Reproduction BLB
22	Gas & welding accessories	Code Technologies Inc.
23	Control cabinets Design and Manufacturing	ABB Alamo Anderson Tool & Engiuneering
		46 suppliers
	Others	70 suppliers

EXHIBIT E PERFORMANCE TESTS

Electrical Losses Tests

- Bushing power factor and capacitance
- Core megger (Core form designs only)
- CT ratio and polarity
- Transformer turns ratio at all taps
- Insulation power factor
- Insulation resistance
- Functional check of unit control cabinet
- Oil tests at receipt from refinery and after filling
    a. Moisture content
    b. Power factor
    c. Interfacial tension
    d. Dielectric strength
- Provide formal written report of field test results

EXHIBIT M - 1 SPARE PARTS

ITEM NUMBER	PART DESCRIPTION	EXPECTED PURCHASE LEAD TIME	SUGGESTED STOCK LEVEL	UNIT PRICE
1	Complete Gasket Set	6 weeks	1 set	$3,500
2	Fan Assembly	6 weeks	1	$ 650

EXHIBIT N-3 ASSEMBLY OF GENERATOR STEP-UP TRANSFORMERS

SECTION 1 - Scope of Work

Heavy hauling

- Unload units at the rail siding nearest to the Site, transport to the Site and position on the foundation to required tolerances as defined by Purchaser's installation requirements.
- Clean and release rail car. Any demurrage charges are to Seller's account.
- Conduct receiving inspection in accordance with vendor specification.
- Clean and release rail car
- Conduct receiving inspection in accordance with ABB IL 48-500-01G
- Unload accessory parts in an area designated by customer.

Site Activities

Seller's crew, supervisor and equipment will proceed to perform the assembly once the transformer has been placed on the pad. The assembly and testing work will be composed of the following:

Assembly

- Assemble, connect and tape as necessary all bushings
- Hang and brace radiators, fans and pumps.
- Mount COPS Tank
- Mount lightning arresters if integral to transformer
- Mount control cabinet (if removed for shipment)
- Mount any miscellaneous items removed for shipment

Oil Filling

- Establish dewpoint in accordance with vendor specification
- Elevate core/coil temperature to 50°F if necessary
- Conduct vacuum leak test
- Vacuum fill in accordance with vendor specification
- Provide use of purification system for oil (truck/skid)

Testing

- Bushing power factor and capacitance
- Core megger
- CT ratio & polarity
- Transformer turns ratio at all taps
- Insulation power factor
- Insulation resistance
- Functional check of unit control cabinet.
- Oil tests at receipt from refinery and after filling
    a. Moisture content
    b. Power factor
    c. Interfacial tension
    d. Dielectric strength
- Provide formal written report of field test results

Service engineer for instructions and testing

Class one service engineer for instructing the Purchaser's personnel in the operation and maintenance of the equipment plus the presence as a consultant for the Purchaser's personnel during the testing and initial operation of the equipment.

WINTEC ENERGY, LTD. -
SOUTHERN CALIFORNIA EDISON COMPANY
TRANSMISSION OWNER TARIFF
SYSTEM IMPACT STUDY AGREEMENT
(Wintec VIII Project)

Southern California Edison Company ("SCE") will perform a System Impact Study ("Study"), to be conducted in two phases as set forth in Section 2 below, to determine the adequacy of the California Independent System Operator ("ISO") Controlled Grid and SCE's electrical system to accommodate the request of Wintec Energy, LTD. ("Wintec") to interconnect and transmit Energy and/or Ancillary Services from the proposed 45 MW Wintec VIII Project commencing May 1, 2001. SCE has advised Wintec that a May 1, 2001 in-service date for the Wintec VIII Project is unlikely due to the lead time of certain material and equipment associated with a new 115 kV interconnection facility which will be required. However, SCE is sensitive to the urgent need for additional generating capacity for the Summer of 2001 and intends to endeavor to meet such in-service date.

1. **Definitions**: All terms with initial capitalization not otherwise defined herein shall have the meanings assigned to them in SCE's Transmission Owner Tariff ("TO Tariff").

2. **Scope**: The Study will determine whether the ISO Controlled Grid and SCE's electrical system will be adequate to accommodate all or a part of the requested Interconnection capacity, and whether new facilities or upgrades will be required. Any such facilities or upgrades would be in addition to the facilities and upgrades required directly at the Interconnection to the ISO Controlled Grid. The completed Study and related work papers shall be made available to Wintec and the ISO, and will include the following:

a. An assessment of the adequacy of the ISO Controlled Grid and SCE's electrical system to accommodate the requested Interconnection capacity and transmit the associated Energy and/or Ancillary Services from the proposed Wintec VIII Project, consistent with Good Utility Practice and all applicable statutes and regulations.

b. Identification of any system constraints which cannot be reasonably accommodated through ISO Congestion Management, such that transmission expansions or upgrades would be required to provide the requested Interconnection. Specific information regarding needed facilities and costs will not be provided pursuant to this Study. Such information would be developed pursuant to a later Facilities Study, if applicable.

c. Study conditions and assumptions.

d. Load flow analysis.

e. Stability analysis.

f. Short circuit duty analysis.

g. Post transient voltage analysis.

The Study will consist of two phases which will be performed by SCE as follows:

Phase I. To facilitate the expedited permitting process addressed in the Governor's Executive Order D-26-01 for peaking or renewable power plants that can be brought on line by July 31, 2001, Phase I of the Study will consist of a load flow analysis and short circuit duty analysis to identify the general electrical system impacts of the proposed Wintec VIII Project and possible mitigation measures to maintain conformance with NERC, WSCC, ISO or other applicable reliability or planning criteria. SCE will provide a summary report of the Phase I results to Wintec and the ISO upon completion of Phase I of the Study.

Phase II. Phase II of the Study will be a comprehensive analysis which will include the balance of the scope of work described above.

3. **Basis for Study**: In its determination of the adequacy of the ISO Controlled Grid and SCE's electrical system to accommodate Wintec's Interconnection request, SCE will exclude, from Interconnection capacity to be made available to Wintec, capacity to meet (i) previous obligations under the terms of the TO Tariff, (ii) previously pending interconnection applications, and (iii) SCE's other firm contractual obligations, if any.

4. **Assumptions**: The Study shall be based upon the following assumptions:

a. Wintec is or will be an Eligible Customer under the TO Tariff.

b. Point of Interconnection to the ISO Controlled Grid shall be SCE's Devers-Garnet 115 kV line near the point where such line intersects 19th Avenue.

c. The maximum Interconnection capacity requested by Wintec shall be 45 MW at 115 kV.

d. An in-service date of May 1, 2001; however, such assumption shall be subject to change after Study results, permitting requirements, design, land issues and material lead times become available, so that a more accurate determination can be made.

e. Technical data supplied by Wintec is assumed correct.

f. The generating source will be composed of one (1) GE LM6000 Gas Turbine with a maximum net output of 45 MW.

g. Projects with interconnection applications preceding this Wintec Interconnection request are assumed in-service; however, potential system enhancements or modifications resulting from such projects, if any, are not assumed.

5. **Time Required for Completion**: SCE will use due diligence to complete the Study within sixty (60) calendar days following receipt of a fully executed copy of this Agreement and payment pursuant to Section 11 of this Agreement. SCE estimates that Phase I of the Study will be completed within the first seven (7) business days of such sixty (60) calendar day period.

6. **Additional Time for Completion**: At any time that SCE determines that the Study cannot be completed within sixty (60) calendar days (or Phase I of the Study within the first seven (7) business days of such sixty calendar day period) in accordance with Section 5 of this Agreement, SCE shall notify Wintec and provide an estimated completion date, along with an explanation of the reasons why additional time is required to complete the Study.

7. **Exchange of Information**: SCE and Wintec shall confer with one another as necessary to exchange information that will minimize the use of assumptions in the Study, and to provide for the most accurate analysis possible with the information available at the time the Study is performed.

8. **Third Party Review**: The Study results will not reflect any review or analysis by any third party. Pursuant to Section 10.5 of the TO Tariff, SCE shall provide a copy of the Study results and related work papers to the ISO. If Wintec elects to proceed with the application process, in order to determine the potential impact to any third party's electrical system, SCE may provide a copy of the Study results to the Western Systems Coordinating Council, and any transmission owner potentially impacted by the requested service. To the extent possible, the Study results will include the input of the above

mentioned organizations. However, requests for review and input from other potentially impacted transmission owners may arrive at any time prior to interconnection, and revision and reconsideration of the Study may be required as a result of information received from the ISO, or any such entity regarding any potential impact to a third party's electrical system.

9. **Results Based on Information Available at Time of Study**: Substantial portions of technical data and assumptions used to perform the Study, such as system conditions and unit modeling, may change after SCE provides the Study results to Wintec. Study results will reflect available data at the time SCE provides the Study to Wintec. Additionally, Study results will reflect the ISO Tariff, rules and protocols in effect at the time SCE provides the Study to Wintec. Such Tariff, rules and protocols are subject to change. SCE shall not be responsible for any additional costs (including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes) that may be incurred by Wintec as a result of changes in such data or the ISO Tariff, rules and protocols which occur following provision of this Study.

10. **New Study at Wintec's Cost**: In the event that a new or revised Study is required (a) as a result of information received from the ISO, Western Systems Coordinating Council, or any transmission owner regarding any potential impact to a third party's electrical system, or (b) to reflect changes which occur following provision of this Study, then Wintec shall either enter into a separate agreement providing that it shall reimburse SCE for the costs of such new or revised Study, or withdraw its application.

11. **Payment**: Wintec shall pay the full cost for SCE to perform the Study as follows:

a. Wintec shall reimburse SCE for SCE's cost of performing the Study; provided, however, that Wintec shall not be required to reimburse SCE for amounts in excess of the estimated Study costs of $40,000 (inclusive of Phase I and Phase II), except as provided in Section 12 of this Agreement.

b. Wintec shall advance to SCE $40,000 for the Study upon execution of this Agreement.

c. SCE shall refund to Wintec, without interest, any amounts received by SCE which exceed the cost of the Study, even if terminated pursuant to Section 12 or 14 of this Agreement.

12. **Increased Costs**: If at any time SCE determines that the Study is expected to cost more than $40,000, SCE shall notify Wintec and provide an estimate of any additional costs. Upon receipt of such notice, Wintec shall either: (i) request that SCE terminate the Study; or (ii) provide a written request to SCE to continue the Study, and agree to pay any additional costs to SCE. SCE shall be under no obligation to incur costs in excess of $40,000 for the Study, unless and until it receives a request to continue the Study pursuant to this Section 12, and agreement from Wintec to pay costs in excess of $40,000.

13. **Records and Accounts**: SCE shall maintain records of all costs incurred in performing the Study in sufficient detail to allow verification of all costs incurred, including, but not limited to, labor and associated labor burden costs, materials and supplies, outside services, and administrative and general expenses. Wintec shall have the right within two calendar years following completion of this Study, upon reasonable notice, at a

reasonable time and place, and at its own expense, to audit SCE's records as necessary and as appropriate in order to verify costs incurred by SCE for performing the Study.

14. **Termination Upon Demand**: Wintec may demand that SCE terminate the Study at any time. Immediately following receipt of such written request of such termination from Wintec, SCE shall terminate the Study as requested. In such case, Wintec shall reimburse SCE only for costs actually incurred or irrevocably committed to be incurred for the performance of the terminated Study. If Wintec so requests in its notice of termination, SCE shall submit to Wintec the results of the incomplete Study in a report including assumptions, load flows, and calculations available at the time SCE receives Wintec's termination notice.

15. **Signature Clause**: This Agreement shall become effective upon the date the fully executed Agreement and payment pursuant to Section 11 of this Agreement are received by SCE. If SCE does not receive the fully executed Agreement and payment within 10 business days of Wintec's receipt, then the offer reflected in this Agreement will be rescinded and this Agreement will be of no effect.

APPROVED
STEPHEN E. PICKETT
Vice President and
General Counsel
By M. L. Sommers
Attorney
2-21, 2001

By: Ronald D. Nunnally
Ronald D. Nunnally
Director, Federal Regulation and Contracts
Southern California Edison Company

ACCEPTED AND AGREED to this 1st day of March, 2001

By:
Jeffrey S. Welton
Senior Vice President
Wintec Energy, LTD.

INTERGEN NORTH AMERICA
InterGen North America Services LLC
Two Houston Center
909 Fannin, Suite 2222
Houston, TX 77010
713-374-3900

CHECK NUMBER 1001817 **CHECK DATE** 02/28/01

INVOICE NUMBER	DATE	DESCRIPTION	GROSS	DEDUCTIONS	AMOUNT PAID
022801SCE0	022802	System Inpact Studies, Indigo	40,000.00		40,000.00
			-----------	-----------	-----------
			40,000.00		40,000.00
		Wintec VIII			

DETACH STATEMENT BEFORE DEPOSITING

InterGen North America Services LLC
Two Houston Center
909 Fannin, Suite 2222
Houston, TX 77010
713-374-3900

PAY
FORTY THOUSAND AND 00/100 ************************

TO THE ORDER OF
Southern California Edison
PO Box 800
2244 Walnut Grove Ave.
Rosemead CA 91770

BY

⑈01001817⑈ ⑆031100209⑆ 38603042⑈